

## CARTER OFF ROAD PARK PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT

I understand and acknowledge the operations of motorcycles, all-terrain vehicles, trucks, cars, racing machines of any kind, concerts, and all other activities of any kind that might be engaged in as a participant, spectator, or guest at the recreational park commonly known as CARTER OFF ROAD PARK, LLC located at \_\_\_\_\_, Alexander, Arkansas 72 \_\_\_\_\_ ("CARTER OFF ROAD PARK") bear certain anticipated and unanticipated risks, which could result in serious bodily injury, death, illness or disease, and/or physical or mental damage to myself, my property, or to spectators or to other third parties. Being aware of these risks, **I EXPRESSLY AGREE, COVENANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, DISEASE, AND/OR DAMAGE TO MYSELF, OR TO OTHERS, AND TO MY PERSONAL PROPERTY OR THE PERSONAL PROPERTY OF OTHERS ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITY OF RACING, RIDING, SPECTATING, OR ENGAGING IN ANY OTHER ACTIVITY WHILE ON THE PREMISES OF CARTER OFF ROAD PARK.**

I acknowledge that my participation in any activity at CARTER OFF ROAD PARK is purely voluntary; no one is forcing me to participate, and I am well aware of the risks. I further acknowledge that if I am participating in any activity at CARTER OFF ROAD PARK or merely on the premises, that doing so is an inherently dangerous activity. I also understand that Carter Off-Road Park, Inc., individually and not acting in concert with one another (collectively, the "CARTER ENTITIES") and any members, managers, employees and agents of the CARTER ENTITIES, and sponsors, volunteers, security personnel, or employees, make no express or implied representation as to the conditions of the land, any roads, fences, building, gates, or other improvements to the land at CARTER OFF ROAD PARK. I also understand that I may be exposed to other dangerous conditions, risks, and hazards at CARTER OFF ROAD PARK including, but not limited to, poisonous snakes, insects, spiders, water hazards, tree limbs, other persons, erosion and general conditions of the land, both on and off roadways, which may create hazardous driving and walking conditions. Animals that I may encounter, both wild and domestic, may be diseased and/or potentially dangerous. I may also encounter diseased water, other persons with all-terrain vehicles, security personnel, and similar such risks, hazards, and dangers on or off CARTER OFF ROAD PARK property. I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS, AND DANGERS THAT I MAY BE EXPOSED TO AT CARTER OFF ROAD PARK.

As partial consideration for the right to enter CARTER OFF ROAD PARK and engage in the activities described above, I HEREBY VOLUNTARILY RELEASE, FOREVER AGREE TO HOLD HARMLESS, AND INDEMNIFY THE CARTER ENTITIES, SECURITY PERSONNEL, SPONSORS, THEIR MEMBERS, MANAGERS, AGENTS AND EMPLOYEES, THEIR OWNERS, AND/OR ANY AND ALL OF THE PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE CARTER ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, RIGHTS OF ACTION, AND CAUSES OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN ANY ACTIVITY AT CARTER OFF ROAD PARK, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENT ACTS OR OMISSIONS OF THE CARTER ENTITIES, THEIR MEMBERS, MANAGERS, SECURITY PERSONNEL, SPONSORS, AGENTS OR EMPLOYEES, VOLUNTEERS, ANY OWNERS OF THE CARTER ENTITIES OR CARTER OFF ROAD PARK, AND ANY AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE CARTER ENTITIES AND FOR ANY AND ALL INJURIES, DEATH, ILLNESS, DISEASE, AND/OR DANGER TO MYSELF, TO OTHERS, TO MY PERSONAL PROPERTY, OR TO THE PERSONAL PROPERTY OF OTHERS.

**IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE AND RELEASE THE CARTER ENTITIES, SECURITY PERSONNEL, AND SPONSORS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, INVITEES, EMPLOYEES, LAND OWNERS, VOLUNTEERS, AND ALL PERSONS OR ENTITIES CONTRACTING WITH THE CARTER ENTITIES FROM ANY LIABILITY FOR ANY DAMAGES CAUSED BY MY NEGLIGENCE, THE NEGLIGENCE OF OTHERS, OR NEGLIGENCE OF THE CARTER ENTITIES, THEIR OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, EMPLOYEES, VOLUNTEERS, AND ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE CARTER ENTITIES.**

I understand that by indemnifying THE CARTER ENTITIES AND OTHER PARTIES NAMED ABOVE should it become necessary for THE CARTER ENTITIES AND OTHER PARTIES NAMED ABOVE, or someone on their behalf, to incur attorney's fees for any costs or expenses to enforce the terms of this Agreement and Release, or any portion thereof, I agree to pay THE CARTER ENTITIES' reasonable costs, expenses and attorney's fees arising there from.

This release, discharge, and indemnification is voluntarily given by me and shall extend to and for the benefit of any individual, corporation, partnership, sponsor, or other entity associated with, contracting with, or affiliated with THE CARTER ENTITIES, their operations, the CARTER OFF ROAD PARK property, or any entity with which THE CARTER ENTITIES may be affiliated in connection with operations or security on the CARTER OFF ROAD PARK property in any capacity, including but not limited to, as a partner, landowner, volunteer, employee, contractor, security personnel, member, manager, employee, representative, agent, or otherwise.

I acknowledge, by executing this Agreement and Release and paying the required entry fee(s), I become a member of CARTER OFF ROAD PARK and in consideration thereof, I HEREBY RELEASE THE CARTER ENTITIES, THEIR SPONSORS, MEMBERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, GUESTS, CONTRACTORS, VOLUNTEERS, AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE CARTER OFF ROAD PARK ENTITIES TOGETHER WITH ANY AND ALL LANDOWNERS, FROM ANY INJURY OR DAMAGE WHICH MAY RESULT FROM THE NEGLIGENT ACT, ERRORS, OR OMISSIONS OF ANY PERSON AND/OR ENTITY WHILE I AM ON THE PREMISES OF CARTER OFF ROAD PARK.

I further certify that I have sufficient health, accident, and liability insurance to cover bodily injuries or property damage I may incur or cause while participating in any activity at CARTER OFF ROAD PARK and hereby agree to cover any bodily injury or property damage caused to or by a third party as a result of my participation in the activities described above or presence in CARTER OFF ROAD PARK. I agree to abide by and follow all rules of CARTER OFF ROAD PARK. If I have no insurance, I certify that I am capable of personally paying for any and all such costs, expenses and/or liability.

I understand that the CARTER ENTITIES, sponsors, booth exhibitors, or others who for promotional purposes, collect names and addresses in connection with admission registration or registration for events, competitions or drawings, may use my contact information for sending me promotional material or notification of future events. I hereby give permission for such use. I understand that the laws of Arkansas apply to this Agreement. I agree not to consume alcoholic beverages at Carter Off Road Park, and further, not to operate a motorcycle, all-terrain vehicle or other motor vehicle while impaired, intoxicated or under the influence of any drugs.

**I HEREBY AGREE TO PROTECT, DEFEND, AND INDEMNIFY THE CARTER ENTITIES, AND THEIR MANAGERS, MEMBERS, OWNERS, AGENTS, EMPLOYEES, AFFILIATES OR ANY PERSONS OR ENTITIES ASSOCIATED THEREWITH, INCLUDING SECURITY PERSONNEL, FROM ANY ACTIONS, RIGHTS OF ACTIONS, CLAIMS OR CAUSES OF ACTIONS THAT MAY ARISE OUT OF MY OPERATION OF A MOTORCYCLE, ALL TERRAIN VEHICLE OR OTHER MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR ANY OTHER INTOXICANT. THIS INDEMNIFICATION SHALL EXTEND THROUGH DEPARTURE FROM CARTER OFF ROAD PARK, TO INCLUDE ARRIVAL AT MY DESTINATION, OR 24 HOURS, WHICHEVER SHALL OCCUR FIRST.**

If any provision of this Agreement and Release is or may be held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

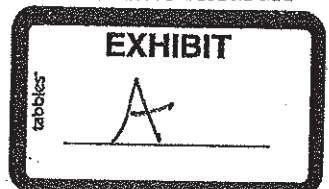
**I WAIVE MY RIGHT TO A JURY TRIAL FOR ANY ISSUES BETWEEN MYSELF AND THE PARTIES NAMED ABOVE ARISING FROM MY PRESENCE OR PARTICIPATION AT CARTER OFF ROAD PARK.**

BY SIGNING THIS FORM I AGREE TO ALL OF THE ABOVE.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Dependents: \_\_\_\_\_



PRINT NAME \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Driver's License No. \_\_\_\_\_

State of Issue: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email address: \_\_\_\_\_

EMERGENCY CONTACT NAME AND NUMBER: \_\_\_\_\_

ARKANSAS POLLUTION CONTROL  
and ECOLOGY COMMISSION

REGULATION NO. 33

MOTOR VEHICLE RACING FACILITY  
REGULATIONS

FILED  
REGISTER DIV.  
10 JUN -8 PM 4:09  
CHARLIE DANIELS  
SECRETARY OF STATE  
STATE OF ARKANSAS  
BY



Adopted by the PC&E Commission: May 27, 2010

EXHIBIT

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